

Westcon
Cloud Solutions **CSP SPECIFIC ADDENDUM:**

MICROSOFT CLOUD SERVICES

By signing this Addendum or by clicking the "I HAVE READ AND ACCEPT THE TERMS OF ADDENDUM" checkbox displayed below, you, Cloud Services Reseller ("you" or "CSR") acknowledge and agree to abide by the terms and conditions contained in this CSP Specific Addendum to Cloud Services Reseller Addendum (hereafter referred to as "Addendum"), regarding the resale of the Cloud Services defined below, provided by Microsoft Corporation, including its affiliates and subsidiaries ("**Microsoft**") and sold to you by **Westcon International Limited.**, including its operating affiliates in the territory in which you purchase Microsoft ("**Distributor**"). Any prior terms and conditions of sale or agreements currently in effect between CSR and Distributor, including but not limited to the Cloud Services Reseller Addendum or Westcon's standard Terms and Conditions of sale, Westcon reseller/ credit application or any other valid agreement with Distributor, as applicable (collectively the "Agreement"), of which are incorporated herein by reference remain in full force and effect. Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement. In the event of any conflict between this Addendum or any Agreement, this Addendum shall prevail. This Addendum is in addition to and does not replace or modify any Documentation provided in connection with the Cloud Services. This Addendum shall be deemed effective as of the date the CSR signs this Addendum or by clicking the "I HAVE READ AND ACCEPT THE TERMS OF ADDENDUM" checkbox displayed below, ("**Effective Date**"). CSR and Distributor hereby agree as follows:

1. **Description of Services.** "Microsoft Cloud Services" or "Products" means the rights to Microsoft online services, which may include Microsoft software technology and any supplemental services set forth on the applicable sales order form.
2. **Requirement of the Customer.** For the purposes of this Agreement, "Customer" means any legal entity (other than CSR) within the Territory that acquires Products for use as an Customer, and not for distribution or resale. "Customer Agreement" means the Microsoft agreement with a Customer that is used to grant a right to the applicable Products to that Customer under this program. Microsoft may revise Customer Agreements at any time. Each Customer must accept a Customer Agreement to order Microsoft Cloud Services. If Microsoft updates the Customer Agreement then Customer must accept the new Customer Agreement at or before renewal of their Subscription. By placing an order with Distributor, CSR (i) represents and warrants that Customer has accepted the Customer Agreement terms and (ii) agrees to pay CSR for all orders it submits for Microsoft Cloud Services. Microsoft may accept or reject any proposed Customer at Microsoft's discretion. If Customer does not accept the terms of the Customer Agreement, CSR shall be liable to Distributor for any costs and damages incurred by Microsoft as a result of such failure.
3. **Territory.** CSR is authorized to sell the Microsoft Cloud Services Company is only within its designated Territory set forth in the sales quote or order form. CSR may not collect orders or receive payments for Products from any Customers located outside the Territory. CSR's Affiliates are not authorized to perform under this Agreement, unless otherwise agreed to by Distributor.
4. **Subscription Term and Conditions.**
 - A. Fixed term. Certain Products will be sold for a fixed term as set forth on the sales quote or order form.
 - B. Payment. Payments must be remitted to the account identified, and are due on the date and in the currency stated in the invoice. If Distributor does not receive an invoice within five (5) days after its standard monthly invoice date, it must promptly notify Distributor, and Distributor will promptly send a new invoice. CSR must manage its own credit risk. CSR's payment to Distributor is not dependent on receipt of payments from Customers even in the case of insolvency. If CSR fails to make any payments by the due date, Distributor may take any of the following actions: (i) Distributor may hold all pending orders, suspend further shipments or Customer access to Products under any agreement between Distributor and CSR until Distributor receives all payments due under this Agreement; or (ii) Distributor may charge interest on the past due amount from the first day the amount is past due until the amount is paid in full. This includes any before or after judgment amounts. CSR will pay Distributor interest on demand. If Distributor chooses to take any of these actions, it does not waive any other right or remedy it may possess. CSR may not withhold payment or take deductions from any invoice amount (by offset, counterclaim, or otherwise) before Distributor issues a credit. This includes returns, rebates, price adjustments, billing errors, and other charges.
 - C. Auto-Renewal. Subscriptions will automatically renew at the end of any term. CSR may opt a Customer out of this automatic renewal system by updating the Subscription through the Microsoft Portal or notifying Distributor in writing and consenting to the renewal pricing
 - D. Disablement. Microsoft or Distributor may disable a Customer's Subscription. Depending on the Product, Customer will have limited or no access to the Product. Distributor will not be liable in any manner whatsoever to Customer arising out of Distributor's disablement of the Customer's Subscriptions. Distributor or Microsoft

may disable a Customer's Subscription for legal or regulatory reasons or as otherwise permitted under this Agreement.

- E. Cancellation. Distributor may cancel a Subscription for a Product for a Customer, however refunds will not be permitted unless set forth in writing and an "Early Termination Charge" may apply, meaning fees due from CSR in the event of cancellation of a Subscription before its term ends. Upon cancellation, Customer will have ninety (90) days to migrate any Customer Data to either a new Subscription with CSR, with Distributor, or with Microsoft directly, or some other service. Upon request, Distributor may assist CSR with migration of its Customer's Data at an additional charge.
- F. Service Level Agreement Credits. Microsoft makes certain service levels commitments to Customers in the SLA. If a Customer makes a claim on the SLA, CSR must escalate the claim to Microsoft for review and notify Distributor immediately.
- G. Delivery of Products. Microsoft will provision the Products based on the Customer information provided by CSR through Distributor. CSR must provide Customers with the administrative log in credentials Microsoft provides for accessing the applicable Product. Upon receipt and acceptance of a valid order for Products, Microsoft will provision the Product for the benefit of the applicable Customer. Microsoft may send direct communications to Customers related to the terms of the Customer Agreement or the operation or delivery of the Product. CSR must provide Microsoft through Distributor with accurate contact information for the administrator of each Customer domain. CSR will use commercially reasonable efforts to provide information that is accurate and current.
- H. Credit Worthiness and Collection Guidelines. Distributor will decide whether to extend credit to CSR. A Customer's failure to pay CSR will not relieve CSR of its payment obligations to Distributor.

5. **Documentation**. "Documentation" means any and all additional documents, policies, procedures, programs, requirements, criteria and/or information relating to the sale and usage of the Microsoft Cloud Services, including but not limited to the Authorized Use Policy and SLAs, which may be updated or modified from time to time and the Customer License Agreement ("EULA") which may be updated or modified from time to time. Presently, these policies may be accessed here: <http://www.microsoft.com/online/legal/v2/?docid=13>. CSR must accept and comply with the terms of the Documentation and notify its Customers to accept and comply with terms of the Documentation. **CSR must promptly notify Distributor of Customer's refusal to accept any of the Documentation terms as soon as it is made aware.**

6. **Breach of Documentation**. In the event of a material breach of the Documentation by any Customer, CSR shall (i) promptly notify Distributor of any breach of such terms by an Customer of which it becomes aware, and (ii) CSR is required to enforce the Documentation against the Customer or, at Microsoft's request, assign any claim arising from an Customer's breach of the Documentation to Microsoft. If the material breach remains uncured for a period of twenty five (25) days following the written notice of such breach, Distributor will have the right to require CSR to terminate the relevant Customer Agreement for cause if the Customer is in violation and such violation has created the right for Microsoft to terminate the Customer.

7. **Privacy; Customer Data.**

- A. Privacy. CSR shall (i) comply with all applicable legal requirements regarding privacy and data protection; and (ii) provide sufficient notice to, and obtain sufficient consent and authorization from, Customers and any other party providing personal data to CSR, Distributor, and Microsoft to permit the processing of the data by CSR, Distributor, Microsoft, and their respective Affiliates, subsidiaries, and service providers as contemplated by this Agreement. Microsoft may collect, use, transfer, disclose, and otherwise process each Customer's data, including personal data, as described in the Customer Agreement.
- B. Customer Data. Except as CSR and Customer may otherwise agree, CSR shall use Customer Data only to provide Customer with the Products specified in this Agreement and the Program Guide and to assist Customer in the proper administration of the Products. Additionally, CSR shall only access and disclose to law enforcement or other government authorities to the extent required by law data from, about or related to Customer, including the content of communications (or to provide law enforcement or other government entities access to such data). If CSR receives a request for Customer Data either directly from a law enforcement agency or as redirected to CSR by Microsoft, then CSR shall redirect the law enforcement agency to request that data directly from Customer. If compelled to disclose Customer Data to law enforcement, then CSR shall promptly notify Customer and provide a copy of the demand, unless legally prohibited from doing so. CSR shall require in its agreements with Customer that, as and to the extent required by law, Customer shall notify the individual users of the Products that their data may be processed for the purpose of disclosing it to law enforcement or other governmental authorities as directed by CSR, and shall obtain the users' consent to the same.

8. **Compliance with laws and Microsoft's Anti-Corruption Policy**. CSR will comply with all applicable laws against bribery, corruption, inaccurate books & records, inadequate internal controls and money-laundering, including the

U.S. Foreign Corrupt Practices Act ("Anti-Corruption Laws"). CSR certifies that it has reviewed and will comply with the Anti-Corruption Policy for Microsoft Representatives available at: <http://www.microsoft.com/en-us/Legal/Compliance/anticorruption/Default.aspx/>. During the term of this Agreement and for two years after the later of either (i) the termination of this Agreement with CSR, or (ii) the date of issuance of final payment between CSR and Distributor, Distributor shall have access to, and the CSR shall maintain, any books, documents, records, papers, or other materials of the CSR related to this Agreement (the "Relevant Records"). CSR shall establish and maintain a reasonable accounting system that enables Distributor and its audit-related agents to identify CSR's assets, expenses, expenditures, costs of goods, margins, discounts, rebates or other payments and compensation received, and use of funds related to this Agreement. CSR shall maintain a system of internal controls to prevent the payment of bribes and provide reasonable assurance that financial statements and reporting are accurate. CSR shall not have undisclosed or unrecorded accounts for any purpose. False, misleading, incomplete, inaccurate, or artificial entries in the books and records are prohibited.

9. **No Warranty.** Unless required by applicable laws, Distributor gives no other express warranties, representations or conditions. To the maximum extent permitted under applicable laws, Distributor excludes all implied warranties and conditions, such as implied warranties of merchantability, non-infringement, and fitness for a particular purpose.

10. **Use of Marks.** The Agreement does not grant either party any right, title, interest, or license in or to any of the other party's Marks. CSR may use Microsoft's corporate name, technology names and trademarks in plain text (but not logos, trade dress, designs or word marks in stylized form) to accurately identify and refer to Microsoft and its technology and services in accordance with the guidelines for Referential Use of Microsoft Trademarks located at <http://www.microsoft.com/en-us/legal/intellectualproperty/Trademarks/default.aspx>.

BY CLICKING THE "I HAVE READ AND ACCEPT THE TERMS OF ADDENDUM" CHECKBOX DISPLAYED BELOW ON BEHALF OF YOUR COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE REQUISITE AUTHORITY TO BIND SUCH ENTITY TO THIS CLOUD SERVICES ADDENDUM IN WHICH CASE THE TERMS "CSR", "YOU" OR "YOUR" SHALL REFER TO SUCH COMPANY OR LEGAL ENTITY. IF YOU DO NOT HAVE AUTHORITY TO ENTER INTO THIS ADDENDUM, OR IF YOU DO NOT AGREE WITH THESE TERMS, DO NOT CLICK THE "I HAVE READ AND ACCEPT THE TERMS OF ADDENDUM" CHECKBOX AND DO NOT PURCHASE, SELL OR USE MANAGED SERVICES OR SERVICES UNDER ANY CIRCUMSTANCES.

☐ **I HAVE READ AND ACCEPT THE TERMS OF ADDENDUM** Date: _____

OR

IN WITNESS WHEREOF, the CSR have caused this Addendum to be executed by their duly authorized representatives.

CSR

Signature: _____

Print Name: _____

Company and Title: _____ Date: _____